

AG Contract No. KR 97 0122TRN
ADOT ECS File No. JPA 97-06
Project: H4529 01C
Section: US-95 @ Avenue A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into 29 May, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

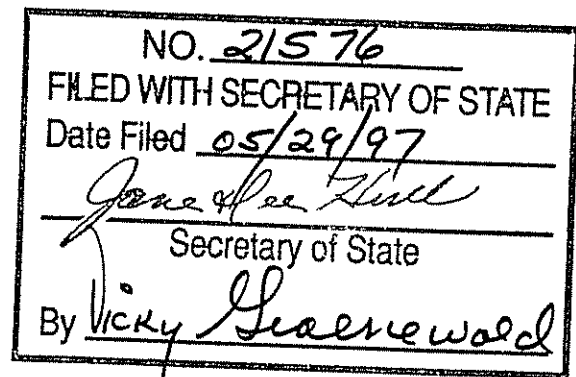
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. Incident to an Avenue A street widening project
contemplated by the City in the City, the State has requested the
City to include improvements to US-95 at the intersection of
Avenue A, to include left and right turn lanes, at a cost
currently estimated at \$500,000.00, all at State expense,
hereinafter referred to as the Project, for the safety and
benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The City will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate State review comments.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the State on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation attributable to the City on the City's project.

c. After bid opening, but prior to construction contract award, invoice the State for the cost of the Project, plus up to eight percent (8%) of the construction cost for construction engineering, in an amount currently estimated at \$500,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance outside the State right-of-way, and provide electrical energy to operate the traffic signals.

2. The State will:

a. Review the design documents and provide comments.

b. Issue the City any required State permits for the construction of the work. Review the work during construction and be responsible for any contractor claims for extra compensation on the State's Project.

c. Pay the City for the reasonable direct actual cost of the Project plus up to eight percent (8%) construction engineering, in an amount currently estimated at \$500,000.00, with thirty (30) days after receipt and approval of an invoice.

d. Upon completion and acceptance of the Project by the City, provide maintenance inside the State right-of-way, and to the traffic signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. There are no third-party beneficiaries. Neither the City nor the State assume any of the duties owed to the public by the other.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Yuma
City Administrator
180 West 1st Street
Yuma, AZ 85364

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

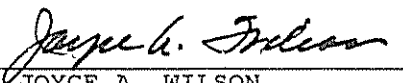
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA

Department of Transportation

By



JOYCE A. WILSON
City Administrator

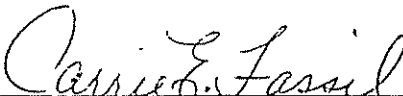
By



A. WAYNE COLLINS
Deputy State Engineer

ATTEST

By




CARRIE FASSIL
City Clerk

RESOLUTION

BE IT RESOLVED on this 15th day of January 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design, construction and maintenance of intersection improvements to US-95 at Avenue A in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

**MINUTES
REGULAR MEETING
CITY COUNCIL
CITY OF YUMA, ARIZONA
COUNCIL CHAMBERS, CITY HALL
April 16, 1997
5:30 p.m.**

CALL TO ORDER

The City Council was called to order by **Mayor Young**. **Rev. Samuel Norris**, Pastor of First Southern Baptist Church, gave the invocation. **Everett** led Council in the Pledge of Allegiance.

ROLL CALL

Councilmembers Present:	White, Steiert, Schuman, Irr, Hill, Everett and Young
Councilmembers Absent:	none
Staffmembers Present:	City Administrator, Joyce Wilson Interim Director of Community Development, Mike Steele Fire Battalion Chief, Rod Reed Director of Public Works, Larry Hunt Neighborhood Services Coordinator, Lisha Garcia Deputy City Clerk, Brigitta K. Stanz

MAYORAL PROCLAMATIONS AND AWARDS

Steele presented to Council an award given to the City by the State of Arizona, Department of Commerce. The award was given in recognition of the City's involvement in the rehabilitation of the Hotel San Carlos in the downtown area. The project was viewed as an outstanding example of the use of Community Development Block Grant funds to leverage large amounts of other money into a project, while preserving a unique historical asset for the community.

Reed explained that the Neighborhood Outreach Group (NOG) held a fix-up/clean-up campaign on March 15th wherein City employees cleaned up the area of 2nd Avenue and 6th Street. The Fire Department challenged other City departments to bring out the most volunteers. He presented the Golden Hammer award to the Department of Community Development because 25 percent of their employees turned out to help.

Hunt introduced the newest member of the Water and Sewer Commission, Jeanne Vatterott-Grogan.

CERTIFICATION

I, Edna M. Martin, do hereby certify that I am a duly appointed Deputy City Clerk of the City of Yuma, Arizona, and that the attached document is a true and correct copy of the minutes of the Regular Council Meeting of April 16, 1997, which is on file in the Office of the City Clerk, City Hall, Yuma, Arizona

Edna M. Martin

Edna M. Martin, Deputy City Clerk

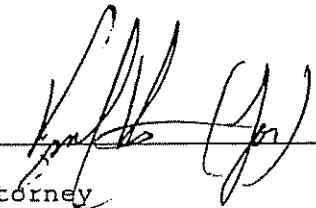
5/13/97

Date

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24 day of April, 1997.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

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MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0122TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 23, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section